

BILL NO. 37-2009

AN ORDINANCE

I, LINDA A. KELLEHER, City Clerk of the City of Reading, Pa., do hereby certify, that the foregoing is a true and correct copy of the original Ordinance passed by the Council of the City of Reading, on the 23rd day of July, A. D. 2009. Witness my hand and seal of the said City this 30th day of July, A. D. 2009.

CITY CLERK

AUTHORIZING THE MAYOR TO EXECUTE AN EASEMENT AGREEMENT BETWEEN THE CITY OF READING AND THE READING AREA WATER AUTHORITY THEREBY CONVEYING UNTO THE READING AREA WATER AUTHORITY A NON-EXCLUSIVE, PERPETUAL EASEMENT IN GROSS UPON THAT PORTION OF PREMISES KNOWN AND DESIGNATED AS EASEMENT 101-2 LOCATED WITHIN PARCEL ID # 530773-51-0576, ALONG RIVER ROAD, READING, BERKS COUNTY, PENNSYLVANIA.

WHEREAS, the City of Reading is the legal owner of real property situate along River Road, Reading, Berks County, Pennsylvania, with parcel ID # 530773-51-0576, and more particularly described in a certain deed appearing in the Office of the Recorder of Deeds in and for Berks County, Pennsylvania, in Record Book Vol. 1023, at Page 334; and

WHEREAS, the Reading Area Water Authority has need of access to said property for purposes of construction and maintenance of a water pumping station; and

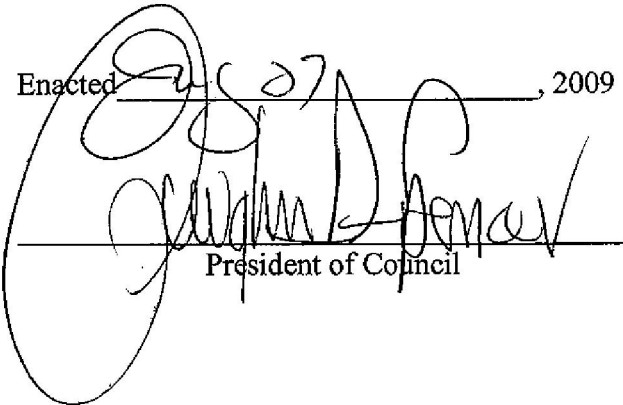
WHEREAS, the City of Reading is willing to grant to the Reading Area Water Authority a perpetual easement in connection with said parcel for such purpose.

NOW, THEREFORE THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. The Mayor is authorized to execute an Easement Agreement (attached as Exhibit "A") to convey unto the Reading Area Water Authority a non-exclusive, perpetual easement in gross upon that portion of premises known and designated as Easement 101-2, located within Parcel ID # 530773-51-0576, along River Road, Reading, Berks County, Pennsylvania, as shown on Plan of BCM Engineers dated February 23, 2009 (see attached Exhibit "A").

SECTION 2. This Ordinance shall be effective ten (10) days after passage.

Enacted July 27, 2009




President of Council

Attest:




City Clerk

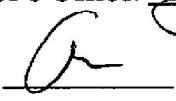
(LAW DEPT.)

Submitted to Mayor: 

Date: 7-28-08

Received by the Mayor's Office: 

Date: 7-29-09

Approved by Mayor: 

Date: 7/30/09

Vetoed by Mayor: _____

Date: _____

EXHIBIT A

Prepared by:

Michael A. Setley, Esquire
SETLEY, RAUCH & BUCOLO
4 PARK PLAZA, 2ND FLOOR
WYOMISSING, PA 19610
(610) 898-9500

Return to:

Michael A. Setley, Esq.
SETLEY, RAUCH & BUCOLO
4 PARK PLAZA, 2ND FLOOR
WYOMISSING, PA 19610

Property ID# :

530773-51-0576

Owner: City of Reading, Berks County, PA

EASEMENT AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2009,
is by and between **THE CITY OF READING**, a body politic and City of the Third Class,
existing under and by virtue of the law of the Commonwealth of Pennsylvania, with offices
located at 815 Washington Street, Reading, PA 19601, (hereinafter "**READING**"),
and

READING AREA WATER AUTHORITY, a municipal authority organized and existing
under and by virtue of the law of the Commonwealth of Pennsylvania, with principal offices
located at City Hall, 815 Washington Street, Reading, Berks County, Pennsylvania 19601
(hereinafter "**RAWA**").

WHEREAS, **READING** is the owner of certain real property situate between River
Road and Schuylkill Avenue in the City of Reading, Berks County, Pennsylvania, with parcel
ID NUMBER of 530773-51-0576, and more particularly described in that certain deed
appearing in the Office of the Recorder of Deeds in and for Berks County, Pennsylvania, in
Record Book Vol. 1023, at page 334; and

WHEREAS, **RAWA** has need of access to said property for purposes of
extending electrical service to a water pumping station to be located on property adjacent to

the City's property, and **READING** is willing to grant to **RAWA** a perpetual easement in connection with the parcel for such purpose.

NOW, THEREFORE, in consideration of the terms, covenants and conditions hereinafter set forth, and intending to be legally bound hereby, the parties hereto agree as follows:

1. The foregoing paragraphs of this Agreement are a part hereof, intended by the parties to be considered in its construction, interpretation and enforcement.

2. **READING** hereby grants and conveys unto **RAWA** a non-exclusive, perpetual easement in gross in, over, under, across and upon that portion of the premises known and designated as Easement 101-3, located within Parcel ID # 530773-51-0576, with an area of _____ sq. ft, and as shown on Plan of BCM Engineers dated _____, 2009, which is attached as Exhibit A hereto. Said easement shall be used by **RAWA** for the purpose of extending and maintaining electrical service to a to a water pumping station to be located on property adjacent to the City's property.

3. Although the easement hereby granted is non-exclusive in nature, **READING** covenants that it shall not, at any time hereafter, grant or convey to any other any rights within said easement which conflict with the rights herein granted to **RAWA**.

4. **READING** shall keep and maintain the land within the easement hereby granted free of structures and vegetation which would interfere with **RAWA**'s free and unobstructed exercise of the rights hereby conferred.

5. **READING** shall continue to enjoy the use of the land within the easement hereby granted for any and all purposes which do not interfere with or prevent **RAWA**'s exercise of the rights hereby conferred.

6. **RAWA** shall have the right at its sole cost and expense, to record this Agreement with the Recorder of Deeds in and for Berks County, Pennsylvania.

7. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. The duties of **READING** with respect to the land wherein the easement hereby granted is situate shall run with the land, and **READING** shall have no liability in respect of the same following the termination of its ownership interest in said land.

8. This Agreement may not be altered or amended, except by a writing duly executed by the parties hereto or their respective successors or assigns.

9. This Agreement sets forth the entire agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, with the intention that it be effective as of the day and year first above written.

CITY OF READING

READING AREA WATER AUTHORITY

By: _____

By: _____
Mayor

Attest: _____
City Clerk

COMMONWEALTH OF PENNSYLVANIA :
 : ss.
COUNTY OF BERKS :

On this _____ day of _____, 2009, before me, a Notary Public in and for the County and State aforesaid, personally appeared John Ulrich, who acknowledged that he/she is the Chairman of the READING AREA WATER AUTHORITY, a Pennsylvania municipal authority, and that he/she as such Chairman and being authorized to do so, executed the foregoing Easement Agreement for the purposes therein contained, by signing the name of the READING AREA WATER AUTHORITY by himself/herself as such officer of the READING AREA WATER AUTHORITY.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

COMMONWEALTH OF PENNSYLVANIA :
 :
COUNTY OF BERKS : SS.

On this _____ day of _____, 2009, before me, a Notary Public in and for the County and State aforesaid, personally appeared Thomas McMahon, who acknowledged that he is the Mayor of THE CITY OF READING, a Pennsylvania City of the Third Class, and that he, as such Mayor, and being authorized to do so, executed the foregoing Easement Agreement for the purposes therein contained, by signing his name thereto.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public